

TOWN OF TOWNSEND CABLE TELEVISION RENEWAL LICENSE GRANTED TO AT&T CSC, INC.

AGREEMENT

This Cable Television Renewal License (this "**Renewal License**") is entered into and in accordance with and pursuant to applicable federal law and M.G.L. c. 166A this 17th day of August, 2002, by and between AT&T CSC, Inc., a Delaware corporation, offering services as AT&T Broadband, and the Board of Selectmen of the Town of Townsend, Massachusetts, as Issuing Authority, for the renewal of the cable television license originally granted by the Issuing Authority on September 9, 1986, and the subject of a thirty-one (31) month renewal on September 7, 2001, during which time the parties agreed to negotiate diligently and in good faith to finalize a longer term agreement.

WITNESSETH

WHEREAS, the Issuing Authority conducted a public ascertainment hearing, pursuant to Section 626 of the Cable Act in order to (1) ascertain the future cable related community needs and interests of Townsend, and (2) review the performance of AT&T CSC, Inc. and its predecessors as Licensee during its then-current license term; and

WHEREAS, the Issuing Authority has determined that it is in the best interest of the Town of Townsend to grant a non-exclusive Renewal License to AT&T CSC, Inc.

WHEREAS, the parties did engage in good faith negotiations and did agree on terms and provisions for AT&T CSC, Inc.'s continued operations and maintenance of its Cable Television System in the Town of Townsend; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Townsend to grant a non-exclusive Renewal License to AT&T CSC, Inc.'s .

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

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**ARTICLE 1
DEFINITIONS**

Section 1.1 --- DEFINITION:

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine or neuter pronoun. The word shall is always mandatory and not merely directory.

(1) "Access" means the right or ability of any Townsend resident and/or any Person affiliated with a Townsend institution to use designated PEG Access facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) "Access Channel(s)" or "PEG Access Channel" means any channel(s) made available for presentation of non-commercial PEG Access Programming, including a video channel which the Licensee shall make available to the Town of Townsend and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town boards, commissions, departments and agencies, public schools, and/or other local educational, institutional and similar organizations.

(3) "Affiliate or Affiliated Person" means a Person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with such Person.

(4) "Basic Service" means any service tier which includes the retransmission of local television broadcast signals and Public, Educational and Governmental Access Channels.

(5) "Broadcast" means over-the-air transmission by a radio or television station.

(6) "Cable Advisory Committee" means the Cable Advisory Committee as appointed and designated by the Issuing Authority.

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(7) "Cable Act" means Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communication Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992), as further amended by Public Law No. 104-458, 110 Stat. 56 (1996) (the Telecommunications Act of 1996).

(8) "Cable Division" means the Massachusetts Cable Television Division of the Massachusetts Department of Telecommunications and Energy, or its successor.

(9) "Cable Service" means (A) the one-way transmission to Subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service, and shall include any service determined in the future to be a Cable Service in accordance with applicable law.

(10) "Cable Television System" or "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(11) "CMR" means the Code of Massachusetts Regulations.

(12) "Commercial Subscriber" means a commercial non-residential Subscriber to Cable Television Service.

(13) "Complaint" means any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) may require a corrective measure on the part of the Licensee.

(14) "Converter" means any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

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- (15) "Downstream Channel" means a channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.
- (16) "Drop" or "Cable Drop" means the coaxial cable that connects each home or building to the Subscriber Network.
- (17) "Effective Date" means August 17, 2002.
- (18) "Execution Date" means August 16, 2002.
- (19) "FCC" means the Federal Communications Commission, or any successor agency.
- (20) "Gross Annual Revenues" means consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable System for the provision of Cable Service(s) over the Cable System including, without limitation, the distribution of any Service over the Cable System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable related equipment rentals, and/or leases or sales and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable System. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenues of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenue shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting Principles; provided, however, that all or any part of such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

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(21) "Headend" means the electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(22) "Highway Department" means the Highway Department of the Town of Townsend or any other successor entity.

(23) "Hub" or "Hub Site" or "Hubsite" means a sub-Headend generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(24) "Issuing Authority" means the Board of Selectmen of the Town of Townsend, Massachusetts.

(25) "Leased Channel" or "Leased Access" means a video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(26) "License Fee" or "Franchise Fee" means the payments to be made by the Licensee to the Town of Townsend, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(27) "Licensee" means AT&T CSC, Inc., offering services as AT&T Broadband, or any successor or transferee in accordance with the terms and conditions of this Renewal License.

(28) "Multichannel Video Programming Provider" means a Person who or which makes available to residents in the Town multiple channels of Video Programming.

(29) "NCTA" is the acronym for the National Cable Television Association.

(30) "NTSC" is the acronym for the National Television Systems Committee.

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(31) "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one (1) night per week and/or some weekend hours, in accordance with the provisions of 47 CFR 76.309.

(32) "Origination Capability" means an activated connection as required by Section 6.2 of this Renewal License allowing a User to transmit a Signal upstream to a designated location.

(33) "Outlet" means an interior receptacle, generally mounted in a wall, that allows connection of a Subscriber's or User's equipment to the Cable System.

(34) "Pay Cable" or "Premium Services" means Programming delivered for a fee or charge to Subscribers on a per channel basis or a group of channels basis.

(36) "Pay-Per-View" means Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(37) "PEG" is the acronym for "public, educational and governmental" used in conjunction with Access Channels, support and facilities.

(38) "PEG Access Channel(s)": See "Access Channel(s)".

(39) "Pedestal" means an environmental protection unit in housing Cable Television System isolation units and/or distribution amplifiers.

(40) "Person" means any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual, or group of individuals acting in concert.

(41) "Prime Rate" means the prime rate of interest at FleetBank or its successor.

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(42) "Public Way" or "Street" means the surface of, as well as the spaces above and below, any and all public streets, avenues, alleys, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public easements, and public grounds and/or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to access or use any real property in the Town greater than those already possessed by the Town.

(43) "Renewal License" means the non-exclusive Cable Television Renewal License granted to the Licensee by this instrument.

(44) "Service" means any Basic Cable Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(45) "Signal" means any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(46) "State" means the Commonwealth of Massachusetts.

(47) "Subscriber" means any Person, firm, corporation or other entity, located in Townsend, who or which elects to subscribe to a Service provided by the Licensee by means of, or in connection with, the Cable System.

(48) "Subscriber Network" means the Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(49) "System Upgrade" or "Cable System Upgrade" means the completion of the Subscriber Network as provided in Section 3.1 of this Renewal License.

(50) "Town" means the Town of Townsend, Massachusetts.

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(51) "Town Counsel" means the Town Counsel of the Town of Townsend, Massachusetts.

(52) "Trunk and Distribution System" means that portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscribers' residences.

(53) "Upstream Channel" means a channel over which Signals travel from an authorized location to the Cable System Headend.

(52) "User" means a Person utilizing the Cable System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(53) "VCR" means a video cassette recorder or other similar existing or future technology with equivalent or better record and/or playback capability.

(54) "Video Programming" or "Programming" means programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

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ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 --- GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority granted by Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Townsend, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television License to the Licensee, authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Townsend. This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the Cable Act; and all federal, state and local laws and regulations of general application, as may be amended.

(b) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain a Cable Television System in, under, over, along, across or upon Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and public places under the jurisdiction of the Town of Townsend within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws and regulations of the United States of America, the Commonwealth of Massachusetts and the bylaws and regulations of the Town of Townsend. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the Town or any public utility serving the Town or any other

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Persons permitted to use the Public Ways and places.

(c) The grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways. Disputes between the Licensee and any other parties regarding use of Public Ways shall be resolved in accordance with any applicable State and Town laws, by-laws and/or regulations.

Section 2.2 --- TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a ten (10) year term, commencing on August 18, 2002 and expiring on midnight August 17, 2012, unless sooner terminated as provided herein or surrendered.

Section 2.3 --- NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Townsend; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) is on terms more favorable or less burdensome than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

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(ii) Should the Licensee demonstrate that any such additional cable television license(s) has been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding, and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) above.

(c) The issuance of any additional license shall be subject to applicable federal and state law, including M.G.L. Chapter 166A, and all regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System ("substantial negative impact"), the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing(s), the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested by the Issuing Authority, subject to Section 13.1 infra.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact, the Issuing Authority shall consider in good faith, equitable amendments to this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License, subject to applicable law.

(iii) The Licensee shall not request, or receive, amendments in connection with any services,

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facilities, funding, and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) above.

(iv) As of the Execution Date of this Renewal License, the parties hereto agree that any Multichannel Video Programming Provider(s) which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the License's Cable System in the Town.

Section 2.4 -- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the lawfully exercised powers of the Town to adopt and enforce by-laws and regulations of general application necessary to the safety and welfare of the public. The Licensee shall comply with all applicable by-laws and/or regulations of general application enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5 --- REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, unless the License is renewed, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6 --- TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

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(b) Subject to applicable law, in considering a request to transfer control or an assignment of this Renewal License, the Issuing Authority shall consider the transferee's financial capability, management experience, technical and legal qualifications and may consider other criteria allowable under applicable law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Public Ways and streets or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and one (1) copy, unless otherwise required, of the application and FCC Form 394 requesting such transfer and assignment consent.

(e) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such transfer action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License in accordance with applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

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ARTICLE 3
SYSTEM DESIGN

Section 3.1 --- SUBSCRIBER NETWORK

(a) No later than December 31, 2003, the Licensee shall construct, install, operate, maintain and make available to all residents of the Town, subject to the provisions of Article 4, a minimum 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. ("System Upgrade" or "Cable System Upgrade".) Said Cable System shall be fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction.

(b) Until such time as the System Upgrade is activated, the Licensee shall continue to operate its current four hundred fifty megahertz (450 MHZ) Cable System.

(c) No later than December 31, 2004, the Licensee shall remove those portions of the Subscriber Network and related equipment from the Public Ways that will not or cannot be utilized during the term of the Renewal License; and, provided, further, that the Licensee may retain those portions of said Subscriber Network that can be utilized during the renewal term; and, provided further, that the Licensee shall work with the Issuing Authority, in good faith, to address any concerns of the Town regarding the

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Licensee's occupation of the Public Ways and/or public safety. In the event of disagreement between the Town and the Licensee on specific cable plant to be removed from the Public Ways, the Town and the Licensee shall meet and discuss the issue(s), in good faith, in order to resolve any such disagreements. The Town shall request that other users of the Public Ways use their best efforts to remove unused plant and equipment from the Public Ways.

Section 3.2 ---EMERGENCY ALERT SYSTEM

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations. The Licensee shall provide appropriate training to the Town Administrator and/or her designee(s) in the use of the EAS.

Section 3.3 ---PARENTAL CONTROL CAPABILITY

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

Section 3.4 ---STEREO

After the System Upgrade, the Licensee shall transmit all of its Signals to Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.5 ---SIGNAL TECHNICAL SPECIFICATIONS AND QUALITY

At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

SERVICE AVAILABILITY, MAINTENANCE AND OPERATIONS

Section 4.1 --- GENERAL SERVICE AVAILABILITY/ LINE EXTENSION POLICIES

(a) The Licensee shall make its Cable System Service available to all residents of the Town, subject to the provisions of this Article 4, provided the Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act.

(b) All areas and residents of the Town who currently have the Cable System available to them shall continue to have the Cable System available to them both before and after the System Upgrade.

(c) No later than December 31, 2002, the Licensee shall make available the Cable System to all residents on Emery Road.

(d) No later than the completion date for the System Upgrade as required by Section 3.1 above, the Licensee shall construct, install and make available, at the Licensee's sole cost and expense, its upgraded Subscriber Network available to all residents on the following streets :

1. Ball Rd.

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2. Barker Hill Rd. (To the extent, if any, the Subscriber Network is not available.)
3. Blood Rd.
4. Brookline Rd.
5. Clement Rd. (To the extent, if any, the Subscriber Network is not available.)
6. Fessenden Hill Rd. (To the extent, if any, the Subscriber Network is not available.)
7. Greenville Rd., however only if not less than fifty percent (50%) of the residences commit to ordering Cable Service if the Cable System is so extended.
8. Hog Hill Rd. (To the extent, if any, the Subscriber Network is not available.)
9. Old Turnpike Rd.
10. Turnpike Rd.

With respect to the below referenced streets, the Licensee shall not be required to complete said line extension and provide availability of the System Upgrade to all residents on said street(s), as required above, if the Licensee is unable, for legally valid reasons, including insufficient clearance, to use the respective poles serving such streets or residents. The Licensee shall specify in writing to the Issuing Authority or its designee, the poles it is unable to use and the specific reasons therefore. The Licensee shall thereafter (after the upgrade) be required to extend the system and provide such Subscriber Network availability to said streets and residents if the legally valid reason for not doing so is/are eliminated, including, but not limited to pole replacement. This pole replacement, including any and all costs that may be associated with said pole replacement(s), shall not be the Licensee's responsibility. (Said extensions shall be made in the calendar year following notice of the elimination of the restriction or pole replacement if notice is given on or before July 31st. Said extensions shall be made in the second calendar year following such elimination or pole replacement for notice given after July 31st.) With respect to these extension(s) after the upgrade, the Licensee shall make such extension in the next calendar year.)

1. Gilchrist Rd.
2. Haynes Rd.
3. Vinton Pond Rd. (Confirmed by the Issuing Authority to be permanent residences.)

(e) During and after the System Upgrade, the Cable System shall be extended automatically, from the existing Trunk and Distribution System and additions thereto, at the Licensee's sole cost and expense,

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to any and all areas of the Town containing twenty (20) Subscribers per mile (aerial or underground) or fractional proportion thereof, as long as the extension distance is no less than one-half (½) mile.

(f) The Cable System shall further be extended to all areas in the Town that do not meet the requirements of Section 4.2(e) above (as long as the extension distance is no less than one-half (½) mile) upon the request and contribution of the prospective Subscribers in such areas and based upon the following cost calculation:

The cost of wiring such areas shall be calculated by taking the cost of extending such service divided by the number of Subscribers in such area minus the costs of extending such service to the Subscribers in an area with twenty (20) dwelling units per mile of cable plant. The resulting cost shall equal the per Subscriber contribution relating to line extension of Cable Service in that particular area of Town, or

$$\frac{C}{LE} - (\text{minus}) \frac{CA}{P} = SC$$

- * C equals the cost of construction of new plant from the termination of existing cable plant;
- * CA equals the average cost of construction per mile in the primary service area;
- * LE equals the number of dwelling units requesting service (and subsequently contributing) in the line extension area;
- * P equals the twenty (20) dwelling units per linear mile of plant; and
- * SC equals the per Subscriber contribution in aid of construction in the line extension area.

(g) Nothing in this Article 4 shall prohibit or restrict the Licensee from voluntarily extending the Cable System apart from the extension requirements contained in this Article 4.

Section 4.2 --- LINE EXTENSION PROCEDURES

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Any potential Subscriber in an area of the Town with Cable Service may request such service from the Licensee. In areas meeting the requirements of Section 4.2(e) or (f) above, the Licensee shall extend service to the area promptly, but in no case later than thirty (30) days after all necessary permits are obtained. The Licensee shall expeditiously seek all necessary permits. The Licensee shall apply for pole attachment agreements, if necessary, within thirty (30) days of receiving the contribution in aid of construction from all prospective Subscribers. Cable Service shall be made available and fully activated to all requesting Subscribers (including requesting Subscribers who made a contribution in aid of construction pursuant to Section 4.1(f) above) within six (6) months of receipt of permit(s) or pole attachment agreement(s), if necessary by the Licensee.

Section 4.3 --- INSTALLATION

(a) Aerial and underground installations shall be subject to the following provisions:

(i) Aerial Installations: Any dwelling unit within two hundred fifty feet (250') of the existing Cable System Plant shall be entitled to a standard aerial installation rate. Any aerial installation over two hundred fifty feet (250') from the existing Cable System shall be considered non-standard and provided at a rate based upon actual costs and a reasonable return on investment. The Licensee may charge Subscribers for non-standard or customized installations at a rate based upon actual costs and a reasonable return on investment.

(ii) Underground installation shall be considered standard and therefore subject to standard underground installation rates within two hundred fifty feet (250') from the existing Cable System plant, provided the sub-surface is dirt or similar soft surface. Underground installations within two hundred fifty feet (250') involving a hard surface or requiring boring through rock or under sidewalks, streets, or flower bedding are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment. Installations more than two hundred fifty feet (250') from the existing Cable System plant requiring trunk or distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment.

Section 4.4 --- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town. Poles, towers and other obstructions shall be erected as necessary, subject to the approval of the Issuing Authority, so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable State and local laws and regulations.

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Section 4.5 --- UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.6--- TREE TRIMMING

In installing, operating and maintaining equipment, cables and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along streets, alleys, Public Ways and places. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or its designees during, the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to the applicable regulations of the Town.

Section 4.7 --- RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface disturbed restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.8 --- TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable advanced written request of any Person holding a building moving permit issued by the Town. Unless otherwise required or permitted by applicable law, the expense of such raising or lowering shall be paid by the Licensee. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Town of Townsend Cable Television Renewal License

Section 4.9 --- DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same street or other Public Way, or remove from any street or any other Public Ways, any of its property as required by the Issuing Authority or its designee by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by the Commonwealth of Massachusetts or by any Town department acting in a governmental capacity.

Section 4.10 --- SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.11 --- PEDESTALS

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable Town bylaws and regulations. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 herein.

Section 4.10 --- "DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

Section 4.11-- PRIVATE PROPERTY

Town of Townsend Cable Television Renewal License

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.12-- MAPS

Upon written request, the Licensee shall file with the Issuing Authority or its designee strand maps of the Cable System in hard copy. Said strand maps shall also be provided in electronic format, if the Licensee has such capability. If changes are made to the Cable System such that a map(s) is no longer accurate, the Licensee shall file with the Issuing Authority updated strand map(s)", within forty-five (45) days of a written request.

Section 4.13-- COMMERCIAL ESTABLISHMENTS

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, provided that said establishments agree to pay for installation and monthly subscription charges as established by the Licensee.

ARTICLE 5

SERVICES AND PROGRAMMING, SERVICE TO MUNICIPAL AND SCHOOL BUILDINGS AND TECHNOLOGY FUND

Section 5.1 --- BASIC SERVICE

The Licensee shall provide a Basic Service to all Subscribers in the Town pursuant to applicable federal statute or regulation.

Town of Townsend Cable Television Renewal License

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the broad categories of Programming set forth in **Exhibit 1**, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the current programming line-up listed in **Exhibit 2**, attached hereto are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Townsend Programming line-up at least thirty (30) days before any such change is to take place, in accordance with applicable law.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any two channels and set VCR controls to record multiple channels, the Licensee shall provide to any Subscriber, upon request, accessories and written procedures which will allow VCR owners to tape and view simultaneously any channel capable of being received by such owner's television set and/or VCR, the exception being that the Subscriber will not be able to view and record two scrambled Signals simultaneously. Said accessory equipment and written procedures shall be available to all Subscribers in accordance with applicable law. Attached hereto, as **Exhibit 3**, are the different options available to all subscribers in writing with the applicable charges, if any, on an annual basis.

(b) Pursuant to applicable law, the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of the Renewal License, (1) any local off-the-air Signals or (2) any of the PEG Access Channels. For purposes of this Section 5.4(b), Aoff-the-air Signals@shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word Alocal@ shall have the meaning as defined by applicable law and/or regulation.

(c) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), except for the channels discussed in Section 5.4(b) above, as is reasonably necessary, in the Licensee's judgement, to protect the Licensee from unauthorized reception of its Signals.

Town of Townsend Cable Television Renewal License

(d) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.5 --- CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall, subject to applicable law and/or regulations, have no obligation to provide Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance. Appropriate credit shall be given to all Subscribers affected by a Cable Signal outage in excess of twenty-four (24) hours duration.

Section 5.6 ---FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

(a) The Licensee shall continue to provide, install and maintain without charge(s) one Outlet of Expanded Basic Service to all police and fire stations, public schools, public libraries, and other municipal and public school buildings along the Cable System plant route included in **Exhibit 4** and any other municipal buildings and public schools along the Cable System plant route as designated in writing by the Issuing Authority now or in the future. There shall be no costs to the Town or any designated institution for installation and provision of monthly Service and related maintenance.

(b) The Licensee shall discuss the location of each Drop with the proper officials in each of the buildings and/or institutions entitled to such a Drop prior to any such installation. The exact location of said Drops shall then be designated in advance by the Issuing Authority, its designee and/or public school official. The Licensee shall install Drops within sixty (60) days of any such written requests from the Issuing Authority, its designee and/or public school official.

(c) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town or

Town of Townsend Cable Television Renewal License

School if required for the reception of monthly Expanded Basic Service. The Licensee shall maintain such Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town or respective school shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(d) In the event that applicable federal and state law or regulations allow the Licensee to incorporate any costs of service to public buildings in its subscriber rates, the Licensee may only do so to the extent allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide (no more than annually or as often as the Licensee makes a rate filing in the respective year, whichever is greater) a detailed written explanation of any such costs in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to subscribers as allowed by applicable laws and regulations. Unless agreed to otherwise, the Licensee shall provide said written explanation of costs to the Issuing Authority, in writing, within thirty (30) days of a written request to do so by the Issuing Authority.

Section 5.7-- TECHNOLOGY GRANT

(a) The Licensee shall provide the Town with a technology grant in the amount of Ninety Thousand Dollars (\$90,000.00) within sixty (60) days of the Effective Date of this Renewal License, to be used for the Town's cable and communications related needs, the cabling of municipal and school buildings, and related equipment. Separate from the above uses, said funds shall not be used to purchase equipment the purpose of which is to commercially compete with the Licensee. The Issuing Authority shall be responsible for all decisions as to how funds from the Access and Technology Fund shall be allocated.

(b) Under no circumstances shall said technology grant be counted against: (1) the funding payable to the Town pursuant to Section 6.6 infra and/or (2) the License Fee payment required by Section 7.1 infra; and/or any other fees or payments required by this Renewal License or applicable law.

Section 5.8-- LICENSEE TO PROVIDE CABLE TO TOWN

The Licensee shall provide the Town or its designee, with new and unused cable, appropriate for the wiring of municipal and/or school buildings for access to Cable Service. The Licensee's obligation pursuant hereto shall be limited to the provision of cable the wholesale cost of which shall not exceed Five Thousand Dollars (\$5,000.00). The Licensee shall have the cable delivered to a location designated by the Issuing Authority or its designee, at no cost to the Town or public schools.

Town of Townsend Cable Television Renewal License

Section 5.9---EQUIPMENT PRACTICES AND PROCEDURES

The Licensee shall give notice in writing of its policies and practices regarding cable-related Subscriber equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers, in accordance with applicable law and/or regulation. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Issuing Authority, all affected Subscribers, and any other Person or governmental entity required by law to be notified, of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

Section 6.1--- PEG ACCESS CHANNELS

A. Prior to Cable System Upgrade

Prior to the Cable System Upgrade:

(a) Upon the Effective Date of this Renewal License, the Licensee shall continue to make available two (2) Downstream Channel for Townsend PEG Access, as follows:

Town of Townsend Cable Television Renewal License

- (i) One (1) Downstream Channel for Public Access/Community Programming (herein after referred to as “Public Access Programming”), to be programmed by the Licensee; and
- (ii) One (1) Downstream Channel for Government Access Programming, to be programmed by the Town.

B. After The Cable System Upgrade

After the Cable System Upgrade:

- (a) The Licensee shall make available one (1) downstream educational access channel within six (6) months of a written request from the Issuing Authority (however, in no event earlier than the completion of the System Upgrade). The Licensee shall have a right to request a hearing before the Issuing Authority regarding said request for an educational access channel, however the final determination regarding the provision of said educational access channel, consistent with the terms herein, shall be made by the Issuing Authority in its sole discretion. The educational access channel shall be programmed by the North Middlesex Regional High School.

C. Generally

- (a) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers without charge to the Issuing Authority, the Town, the North Middlesex Regional Schools, and/or PEG Access Users.
- (b) The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System’s commercial channels and FCC Regulations.

Town of Townsend Cable Television Renewal License

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without advance, written notice to the Issuing Authority. In the event that the Licensee does relocate a PEG Access Channel(s), the Licensee shall publicize the new channel location(s); and (ii) notice or reference the new channel location(s) in the first available Subscriber billing statements.

Section 6.2 --- ACCESS CABLECASTING

A. Prior to Cable System Upgrade

Prior to the Cable System Upgrade:

In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated and then transmitted by the Licensee to the Headend or Hub on an upstream channel made available, without charge to the Town. At the Headend or the Hub, said Access Programming shall be retransmitted by the Licensee in the downstream direction to the Townsend Cable System on the appropriate Public and/or Government Access Channel.

B. After The Cable System Upgrade

After the Cable System Upgrade:

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated by the Licensee from the locations identified below to the Headend or Hub, on a return line constructed by the Licensee consisting of a passive fiber coaxial (PFC) network for one way video transmission, utilizing .750 coaxial cable to connect the locations specified below and fiber optic cable to connect a hubsite in the Town to the Headend. Each location listed below shall be entitled to two (2) outlets per building, provided, however, that additional outlets shall be provided by the Licensee if the "loss link" from said additional outlets does not exceed 45 db or such greater "link loss" as the Licensee deems to be allowable pursuant acceptable engineering practices. The locations with origination shall be as follows:

- i. Town Hall, 272 Main Street;
- ii. Spaulding Elementary School, One Whitcomb Street;
- iii. Squannacook Elementary School, 66 Brookline Road;
- iv. Hawthorne Brook Middle School, 64 Brookline Road;
- v. Townsend Library, 276 Main Street; and .

Town of Townsend Cable Television Renewal License

- vi. Senior Center, 13 Elm Street (to be constructed).

The North Middlesex Regional High School, located at 19 Main Street, shall be connected to the PCF Hubsite by a separate return link also to be provided by the Licensee. The Origination points at the High School shall be as follows: Studio; Cafeterias A, “B” and “C”, Academic Support Center, New Gymnasium, Old Gymnasium, Library, Auditorium, and Rooms No. 27, No. 78/80 and No. 21.

C. Both Before and After The Cable System Upgrade

Both before and after the Cable System Upgrade:

(a) At the Headend or Hubsite, said Access Programming shall be retransmitted in the downstream direction on the PEG Access Downstream Channel.

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched to the appropriate PEG Access Downstream Channels, in an efficient and timely manner. The Licensee shall not charge the Town and/or Access Corporation for such transmission, switching or processing responsibility, as long as such switching or processing responsibility remains at the Headend or Hubsite. The Licensee and the Issuing Authority shall meet to discuss any difficulties that arise regarding cablecasting of said PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment at the Headend or Hubsite in order to switch Upstream Signals to the designated Downstream Access Channel.

(d) The Licensee shall monitor the Downstream PEG Access Channels for Signal technical quality and shall ensure that it is maintained at standards commensurate with those which apply to the Cable System's commercial channels.

Section 6.3 --- PEG ACCESS/COMMUNITY PROGRAMMING STUDIO OPERATION AND PERSONNEL

(a) The Licensee shall continue to staff, operate, manage and maintain its PEG Access/Community Programming studio (hereinafter referred to as “PEG Access Studio”) for the entire term of this Renewal License, at no charge to the Town, North Middlesex Regional Schools and/or or PEG Access users. Said

Town of Townsend Cable Television Renewal License

PEG Access Studio shall be for the sole benefit of Townsend residents and institutions, and faculty and students of the North Middlesex Regional School System. The studio shall not be used for any other purpose or for the benefit of any other persons than those referenced herein, unless otherwise agreed to in writing by the Issuing Authority. The studio and all equipment shall be maintained and repaired by the Licensee so as to be in good and safe working order.

(b) The Licensee shall provide a qualified PEG Access/Community Programming Coordinator (hereinafter referred to as "PEG Access Coordinator") at the Townsend studio, to operate and manage the studio for and in support of Townsend-only PEG Access/Community Programming (hereinafter "PEG Access Programming"), for thirty (30) hours per week. The PEG Access Coordinator shall spend time: (1) in Townsend, including at the studio, working on Townsend PEG Access Programming, (2) providing training or outreach within the Town of Townsend, and (3) cablecasting the meetings of the Townsend Board of Selectmen, the North Middlesex Regional School Committee and Townsend Town Meetings all of which shall count toward said thirty (30) hours. Said thirty (30) hours shall not include time spent at other studios, on non-Townsend Programming, at the Licensee's offices, nor at training or educational classes or sessions for said PEG Access Coordinator.

(c) The studio shall be open not less than thirty (30) hours per week minus, however, the reasonable time spent cablecasting the meetings of the Townsend Board of Selectmen, the North Middlesex Regional School Committee and Townsend Town Meetings. The specific thirty (30) hours shall include some evenings and may include some Saturday hours as reasonably determined by the Licensee. The Licensee shall inform Townsend residents and the Issuing Authority and Cable Advisory Committee of the days and hours when the studio shall be open, and also available for use by appointment. The Licensee shall notify, in writing, the Issuing Authority of any change in the regular hours of the studio. Notice of such change shall also be cablecast by the Licensee on the Public Access Channel. The Licensee shall make good faith efforts to reasonably accommodate requests for appointments unless prior scheduling commitments conflict with such request(s). The studio shall also be made available to qualified personnel of the North Middlesex Regional School, and students accompanied by said qualified personnel, who shall be provided access thereto, so long as the PEG Access Coordinator is present at all such times.

(d) The PEG Access Coordinator shall:

- (i) Operate, manage and maintain the studio, including approving, recording and tracking requests for equipment,

Town of Townsend Cable Television Renewal License

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- (ii) Provide outreach to encourage Townsend residents, businesses, and institutions, and to students attending the North Middlesex Regional Schools to use the studio and produce PEG Access programming.

Town of Townsend Cable Television Renewal License

- (ii) Assisting PEG Access Users in the production of programming of interest to Subscribers, and cablecast PEG Access programming produced by PEG Access Users .
 - (iii) Organize and teach regular training classes for Townsend residents, businesses, and institutions, and teachers and students at the North Middlesex Regional Schools. Said training classes shall be adequately noticed on the community bulletin board by the PEG Access Coordinator so as to inform the public of the respective training classes.
 - (iv) Cablecast live the meetings of the Townsend Board of Selectmen, the North Middlesex Regional School Committee and the Townsend Town Meeting, so long as the meeting(s) site is located at an origination point described in Section 6.2. If a meeting site is not located at such an origination point, it shall be taped and cablecast at a later time.
 - (v) Cablecast public, town and school events all of which are counted against the thirty (30) hours per week allotted time. Both parties shall work cooperatively to make determinations in good faith regarding coverage of such events.
- (d) The Licensee shall maintain a record of the hours worked by the Access Coordinator pursuant to this Section 6.3 and shall provide said information to the Issuing Authority or its designee upon written request.
- (e) The PEG Access Coordinator shall communicate and work cooperatively with Town and School personnel in order to maximize PEG Access Programming and to reasonably operate the PEG Access studio within the allocated thirty (30) hours per week designation described in this Section 6.3. The Licensee shall take every reasonable step necessary in the staffing process and in the management of its staff at the studio so as to maintain the appropriate conduct and environment required in a school.
- (f) Licensee shall make available the Educational Access portion of its Public Access Programming to the Town of Pepperell upon written request from the Issuing Authority of the Town of Townsend, the Issuing Authority of the Town of Pepperell, and the cable television licensee of the Town of Pepperell; provided, however, that all costs and liabilities related to the segregation of said Educational Access Programming from the Public Access Programming and the transmission of said Educational Access

Town of Townsend Cable Television Renewal License

Programming to the Town of Pepperell shall be borne by the cable licensee of the Town of Pepperell. If and when the Educational Public Access Channel is operational in the Town of Townsend, pursuant to Section 6.1 supra, the Licensee shall provide said Educational Access Channel to the Town of Pepperell, subject to the requirement that all costs and liabilities for said transmission shall be borne by the licensee for the Town of Pepperell. Neither the Licensee, nor the Town of Townsend, shall have responsibility to provide labor or equipment, including any maintenance, repair or replacement of said equipment, for the above referenced tasks of segregation and/or transmission of Educational Access Programming to the Town of Pepperell. Nor shall the Licensee, nor the Town of Townsend, be responsible for providing Educational Access Programming to the Town of Pepperell not otherwise provided to Subscribers in the Town of Townsend.

Section 6.4 --- PEG ACCESS STUDIO AND PORTABLE EQUIPMENT

(a) All studio and portable equipment reasonably deemed by the Licensee, in consultation with the Issuing Authority or its designee, to be in good condition shall continue to be deployed in the studio. An inventory of the equipment which shall continue to be deployed shall be provided to the Issuing Authority within thirty (30) days of the Effective Date of this Renewal License.

(b) No later than March 31, 2003, the Licensee shall purchase and install studio and portable equipment having an actual purchase price (consistent with reasonable purchase prices for the respective equipment) of Eighty Thousand Dollars (\$80,000.00). Purchase of said equipment shall be a joint decision of the Licensee and the Issuing Authority or its designee. The Licensee shall submit a copy of the actual invoices to the Issuing Authority or its designee upon a written request for such by the Issuing Authority.

(c) No later than December 31, 2007, the Licensee shall purchase and install studio and portable equipment having an actual purchase price (consistent with reasonable purchase prices for the respective equipment) of Thirty Thousand Dollars (\$30,000.00). Purchase of said equipment shall be a joint decision of the Licensee and the Issuing Authority or its designee. The Licensee shall submit a copy of the actual invoices to the Issuing Authority or its designee upon a written request for such by the Issuing Authority.

(d) The Licensee shall maintain and repair all PEG equipment purchased pursuant to this Section 6.4, at its sole cost and expense. Any permanent affixations to the studio, including, but not limited to internal wiring, conduits and fixtures, shall become the property of the North Middlesex Regional Schools.

Town of Townsend Cable Television Renewal License

(e) Under no circumstances shall said equipment funding be counted against (1) the funds expended pursuant to the PEG Access/Community Programming Studio Operation and Personnel pursuant to Section 6.3; (2) the Government Access Funding, pursuant to Section 6.6; and/or (3) the Licensee Fees payable to the Town pursuant to Section 7.1 infra.

Section 6.5 --- TOWN HALL FACILITIES AND EQUIPMENT GRANT

(a) No later than sixty (60) days after the Effective Date of this Renewal License, the Licensee shall make payment to the Town in the amount of Forty Thousand Dollars (\$40,000) for PEG Access Equipment, including cameras and government access playback/bulletin board equipment. The specific use of said funds shall be determined by the Issuing Authority or its designee. The Licensee shall have no ownership rights or other interest in PEG Access equipment purchased or facilities improved with the funds provided hereto, and shall have no obligation to maintain, insure, replace or repair such equipment.

(b) Under no circumstances shall said equipment funding be counted against (1) the funds expended pursuant to the PEG Access/Community Programming Studio Operation and Personnel pursuant to Section 6.3; (2) the Government Access Funding, pursuant to Section 6.7; and/or (3) the Licensee Fees payable to the Town pursuant to Section 7.1 infra.

Section 6.6 --- GOVERNMENT ACCESS FUNDING TO THE TOWN

(a) The Licensee shall provide annual payments to the Town equal to of one and one-half percent (1½%) of its Gross Annual Revenues for government access operations and programming and related equipment and technology costs. Said payments shall be made on a semi-annual basis, as provided in subparagraph (b) below. The Issuing Authority or its designee shall be responsible for all decisions as to how said funds shall be allocated and expended. Any equipment purchased by the Town with funds from this government access funding shall be the responsibility of the Town or its designee, and not the Licensee. The Licensee shall have no obligation to maintain, repair or replace such equipment.

(b) The semi-annual payments basis as follows:

- (i) On February 15th for the period of July 1st through December 31st.
- (ii) On August 15th for the period of January 1st through June 30th.

The first payment shall be for the period commencing with the effective date of this Renewal License through December 31, 2002.

Town of Townsend Cable Television Renewal License

The final payment for July 1, 2012 through August 15, 2012 shall be made within forty-five (45) days of the expiration of this Renewal License unless otherwise mutually agreed upon.

(c) The Licensee shall file with each such semi-annual payment a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding specified period, as well as such revenue by category in accordance with the definition of Gross Annual Revenues in Section 1.1(21) of this Renewal License.

(d) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Service over the Cable System for which charges are assessed to Subscribers, but not received by the Licensee, shall pay the Town and/or Access Corporation (if designated by the Town) an amount equal to the percentage required by this Section 6.5 of such Person's Gross Annual Revenues.

(e) Each payment shall be delivered or mailed, certified mail, to the Issuing Authority or its designee, if so designated in writing by the Issuing Authority.

Section 6.7 --- LATE PAYMENT/INTEREST

In the event that the any payment required pursuant to any Section or provision of this Article 6 is not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the Town and/or Access Corporation from said date due at two (2%) percent above the Prime Rate. Any interest payments to the Town pursuant to this Section 6.11 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 6.8 --- CENSORSHIP

Neither the Issuing Authority nor the Licensee shall engage in any program censorship or any other control of the content of PEG Access Programming on the Townsend Cable System, except as otherwise required or permitted by applicable law.

Town of Townsend Cable Television Renewal License

ARTICLE 7

LICENSE FEES AND PAYMENTS

Town of Townsend Cable Television Renewal License

Section 7.1 --- LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License. Said Licensee Fee payment shall be made to the Town on March 15th of each year of the Renewal License, unless a different date is required by applicable law.

(b) In the event that applicable law permits said License Fee to be payable as a percentage of the Licensee's Gross Annual Revenues, the Licensee shall commence such Gross Annual payments to the Town on a schedule as required by law or otherwise as agreed. The Licensee shall file with the Issuing Authority with each such License Fee payment, a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, in accordance with the definition of Gross Annual Revenues in Section 1.1(21) of this Renewal License, the total of all Gross Annual Revenues derived during the previous year.

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues over the total term of the Renewal License; provided, however, that said five percent (5%) shall not include the following: (i) the Technology Grant to the Town, pursuant to Section 5.7; (ii) the cable provided to the Town, pursuant to Section 5.9; (iii) the passive fiber coaxial (PFC) network provided, pursuant to Section 6.2B; (iv) the PEG Access Studio and Portable Equipment, pursuant to Section 6.4; (v) the Town Hall Facilities and Equipment Grant, pursuant to Section 6.5; (vi) any interest due; herein to the Town because of late payments; (vii) any liquidated damages pursuant to Section 11.2 and (viii) any payments, expenses, or replenishment of the Performance Bond made to cure any deficiencies and/or to reimburse the Town pursuant to this Renewal License; and (ix) any other exclusion to the term "franchise fee" pursuant to Section 622 (g)(2) of the Cable Act.

Section 7.2 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against

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the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or the Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.3 --- LATE PAYMENT

In the event that the License Fee herein required, or any other payment due the Town by the Licensee, is not tendered on or before the dates fixed, interest due on such fee or payment shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any interest payments made to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fee to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.4 --- RECOMPUTATION

(a) Tender or acceptance of any fee or payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of fee or payment be construed as a release of any claim that the Issuing Authority and/or its designee, if applicable, may have for additional sums, including interest, payable under this Renewal License. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than three year(s) after the License Fees or payments are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such fees or payment(s) are incorrect, the Licensee shall have ten (10) days after a request from the Issuing Authority to provide the Town with additional information documenting and verifying the accuracy of any such fees or payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such fees or payment(s), the Issuing Authority shall conduct an audit of such fees or payment(s). If, after such audit and recomputation, an additional fee or payment is owed to the Town, such fee or payment shall be paid within

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thirty (30) days after such audit and recomputation. The Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable, not to exceed the total cost of the audit.

Section 7.5 --- AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such relationship.

Section 7.6 --- METHOD OF PAYMENT

All License Fee and other payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and provided to the Issuing Authority or its designee.

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ARTICLE 8
RATES AND CHARGES

Section 8.1 --- RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under federal and state laws.

Section 8.2 -- NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms and conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 5**.

Section 8.3 --- PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4 --- CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate, in accordance with applicable law(s).

Section 8.5 LOCAL FRANCHISE REQUIREMENT COSTS

In the event that applicable federal and state law, regulation or rules allow the Licensee to incorporate any local franchise requirement costs in its subscriber rates, the Licensee may only do so if in conformance with the provisions of this Renewal License and as further allowed under said laws and regulations, including, but not limited to, compliance with 47 CFR 76.922. If requested to do so by the Issuing Authority, the Licensee shall provide a detailed written explanation of any such costs, in sufficient detail to enable the Issuing Authority to understand the costs and how they have been allocated, passed-through, line-itemed or otherwise incorporated in charges to Subscribers. Unless agreed to otherwise, the Licensing Authority shall provide said written explanation of costs to the Issuing Authority, in writing, within thirty (30) days of a written request to do so by the Issuing Authority.

ARTICLE 9

INSURANCE, BONDS AND INDEMNIFICATION

Section 9.1 --- INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the minimum amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the entire term of this Renewal License.

(d) The Licensee shall carry excess liability in the minimum amount of Five Million Dollars (\$5,000,000.00) umbrella form over all other insurance required by this Section 9.1. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.

(e) All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

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- (f) The following conditions shall apply to the insurance policies required herein:
- (i) Such insurance shall commence no later than the Effective Date of this Renewal License.
 - (ii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination, the limits equal or exceed those stated;
 - (iii) All policies, except for the worker's compensation policy shall list the Town of Townsend and its respective officials, officers, employees, representatives and agents as additional insureds;
 - (iv) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.
 - (v) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.
 - (vi) Such insurance shall be obtained from insurers authorized to provide said insurance in the Commonwealth of Massachusetts; and
 - (vii) Certificates of Insurance, with a minimum written notice of cancellation, amendment and non-renewal period of thirty (30) days, shall be submitted to the Issuing Authority prior to the Effective Date and thereafter, as required by Section 9.3 *infra*, so as to evidence the insurance required by this Section.
- (g) Neither the requirements for insurance contained in this Section 9.1, nor the payment of any insurance proceeds for said insurance policy shall limit or be construed to limit the liability of the Licensee pursuant to this Renewal License, including, but not limited to the indemnification requirements contained in Section 9.4 *supra*.
- (h) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain and maintain the required insurance under this Renewal License.

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Section 9.2 --- PERFORMANCE BOND

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) When the Cable System has been completed pursuant to the terms of Section 3.1 herein, said performance bond may be reduced to the sum of Seventy Five Thousand Dollars (\$75,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such reduction, that it has completed construction as required by Section 3.1 herein. The Licensee shall not reduce the amount of said bond without such written notice to the Issuing Authority.

(c) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.1 and 11.2 infra.

(d) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

The Licensee or its insurance agent(s) shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) and the performance bond required herein. Thereafter, as a certificate holder, new or amended certificates of insurance shall be submitted to the Issuing Authority when issued to the Licensee for insurance required by this Renewal

Town of Townsend Cable Television Renewal License

License.

Section 9.4 --- INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Town, its officials, boards, commissions, employees, agents and/or representatives against all claims for damage due to the actions of the Licensee, its employees, officers, agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorney fees, which may be the reasonable value of any services rendered by the Town's attorney.

Section 9.5 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and the performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1 --- REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2 --- PERFORMANCE EVALUATION HEARINGS

(a) The Licensee, if provided forty-five (45) days written notice by the Issuing Authority, shall attend a formal performance evaluation hearing by the Issuing Authority or its designee, no more than once per year of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation sessions shall be to, among other things, (i) review Licensee's compliance with the terms and conditions of this Renewal License; (ii) review current technological developments in the cable television field; and (iii) hear comments, suggestions and/or complaints from the public.

(b) The Issuing Authority and/or its designee shall have the right to question Licensee on any aspect of this Renewal License, including, but not limited to, the construction, installation, maintenance or operation of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority or its designee, and produce such documents or other materials as are reasonably requested by the Town. Any Subscriber or other Person may submit questions or comments during such review hearing, either orally or in writing, and such questions or comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance with the terms and conditions of this Renewal License and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If non-compliance is found which results in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

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(d) Nothing in this Section 10.2 shall prohibit or limit any right of the Board of Selectmen to request the attendance of the Licensee before a hearing or meeting of the Board or to compel its attendance if so authorized by applicable law.

Section 10.3---NONDISCRIMINATION

The Licensee shall not unlawfully discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6---INSPECTION

The Issuing Authority or its designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections. The Licensee shall fully cooperate in these activities.

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Section 10.7 --- JURISDICTION

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH, LIQUIDATED DAMAGES AND LICENSE REVOCATION

Section 11.1 --- DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required twenty-one (21) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than twenty-one (21) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- (i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- (ii) seek specific performance of any provision in this Renewal License that reasonably lends

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itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) declare the Renewal License to be revoked pursuant to Section 11.3 below and applicable law;

(vi) invoke any other lawful remedy available to the Town.

Section 11.2 --- LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Except as provided below with respect to subsection (1), any such liquidated damages shall be assessed as of the date that the Issuing Authority makes a determination of default pursuant to Section 11.1(d) above.

(1) For failure to construct, install, fully activate, operate and/or maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Fifty Dollars (\$250.00) per day, for each day of non-compliance after December 31, 2003. (These liquidated damages may not be assessed prior to December 31, 2003.)

(2) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of this Renewal License in accordance with Section 2.6 herein, One Hundred Dollars (\$100.00) per day, for each day that any such non-compliance continues.

(3) For failure to comply with the PEG Access Programming, funding, studio and/or equipment provisions in accordance with the requirements and/or timelines in Article 6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 6**, One Hundred Dollars (\$100.00) per day that any such non-compliance continues.

(5) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein, Fifty Dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

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(6) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies, provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4 ---TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and Section; (ii) the abandonment of the Cable System, in whole or in material part, by the Licensee without the express, prior approval of the Issuing Authority; and/or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 11.5---NOTICE OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (I) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

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Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the Town at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Town to be effective, it shall be in writing. The failure of the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Town to take any action permitted by the Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12
SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 --- CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall operate a full-time customer service office in the City of Leominster or similar location convenient for Townsend Subscribers. Said customer service office shall be open for walk-in during Normal Business Hours. At said office, Subscribers shall be able to, among other things, file complaints, return and/or exchange equipment, receive an explanation of Cable system operation, and pay bills. The customer service office shall be interconnected with the Licensee's main customer service office.

(b) The Licensee shall notify its Townsend Subscribers of said customer service office, periodically in its monthly bills.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representative in its main customer service call centers in order to answer all Subscriber calls, in compliance with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 6**, during Normal Business Hours, as defined therein.

(b) The licensee's main customer service office(s) shall have a publicly listed local or toll-free telephone number for Townsend Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time measured on a quarterly basis, under Normal Operating Conditions.

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(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---CUSTOMER SERVICE CALL CENTERS

(a) The Licensee shall maintain and operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call centers. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call centers.

(b) In the event that the Licensee does not maintain or operate its customer service call centers twenty-four (24) hours a day, seven (7) days a week, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, or reasonably warranted by the reported nature of the Subscriber's problem or inquiry, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible. The Licensee shall make installation and service calls to its Subscribers from at least 9:00 AM to 5:00 p.m., Monday through Friday, and some nights and weekends.

(b) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee to provide additional channels that have become available as a result of the Licensee's expansion of channel capacity. The foregoing shall, apply within one (1) year from the change of Service offering. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to a Licensee office for drop-off or exchange themselves.

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(c) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business day.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(e) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within fourteen (14) working days of receiving a request from a Subscriber to do so.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 6**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 5**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;

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- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.
 - (ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further proceedings shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.
- (c) Notwithstanding the foregoing and subject to any privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.
- (d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall enter into good faith discussions concerning possible remedies.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.9--LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes; regulations and standard relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaint from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall provide the Licensee an opportunity to demonstrate that its Signals meet or exceed FCC technical standards. In the event that the Licensee is unable to demonstrate such compliance, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonable denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.10---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

Section 12.11---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

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(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

Section 12.12---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.13---MONITORING

(a) Unless otherwise required by a court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or Subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.14---DISTRIBUTION OF SUBSCRIBER INFORMATION

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(a) The Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned.

(b) The Licensee may disclose such information if the disclosure is:

(i) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber, and/or made pursuant to a court order authorizing such disclosure; and

(ii) a disclosure of the names and addresses of Subscribers to any Cable Service or other other service, if (a) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and (b) the disclosure does not reveal, directly or indirectly, the (i) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the License, or (ii) the nature of the transaction made by the Subscriber over the Cable System.

Section 12.15---POLLING BY CABLE

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.16---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber as soon as practicable, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.17---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber

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information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.18---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to counsel, who shall confer with the Town's attorney for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon the written request by the Issuing Authority, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by the Licensee's Regional Finance Manager or equivalent. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Upon written request, but not more than annually, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System, including the number of Basic Service Subscribers.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with Section 12.2 and Section 12.5 herein, the Licensee shall

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provide the Issuing Authority, upon its written request, with a report of telephone traffic generated from an in-house automated call accounting or call tracking system; provided, however, that the Licensee shall not be required to provide said reports more than once per year, unless the parties hereto agree otherwise.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500 to the Issuing Authority or its designee(s), as required by the Cable Division. The Licensee shall record all written and verbal Complaints of its Subscribers on said Form 500.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 and 12.14 supra, the Licensee shall, within ten (10) business days after receiving written request from the Town, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---SEMI-ANNUAL PERFORMANCE TEST

The Licensee shall provide copies of performance tests to the Issuing Authority, upon written request, in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8---QUALITY OF SERVICE

(a) Where there exists evidence which, in the reasonable judgement of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s) on the Subscriber Network, the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable System. The Issuing Authority shall cite facts upon which such doubts are based, in a written notice to the Licensee. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall provide the results in a written report, if requested, within thirty (30) days after notice for the same.

(b) Said report shall include the following information:

- (1) The nature of the complaint or problem which precipitated the special tests;
- (2) The system component tested;

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- (3) The equipment used and procedures employed in testing;
- (4) The method, if any, in which such complaint/problem was resolved; and
- (5) Any other information pertinent to said tests and analysis as required.

(c) At the conclusion of said thirty (30) day period, in the event that the Cable System fails to meet the FCC's technical standards, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Section 3.5 (applicable FCC Technical Standards).

Section 13.9---DUAL FILINGS

(a) Upon written request, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion regarding the Townsend Cable System, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.10---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 C.F.R. 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEVERABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

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Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) There is no action or proceeding pending or threatened against the Licensee as of the Execution Date of this Renewal License that would interfere with its performance of the Renewal License; and

(iv) Pursuant to Section 625(f) of the Cable Act, as of the Execution Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; partial or entire failures of utilities; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters similarly beyond the reasonable control of the Licensee and/or the Issuing Authority of the Town.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber, but shall offer to said Subscriber an adequate switching device to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Board of Selectmen, Townsend Town Hall, 272 Main Street, Townsend, Massachusetts 01469 or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Administrator at the same address. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, AT&T CSC, Inc., 6 Campanelli Drive, Andover, Massachusetts 01810, or such other person or position and/or address as the Licensee may specify in writing to the Issuing Authority. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

(c) The Licensee, after written notice of no less than seven (7) days by the Issuing Authority or its designee, of a public hearing relating to the Cable System, shall provide notice of said hearing by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

In accordance with Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising out or related to any provision or requirements of the Renewal License, the regulation of cable service, or because of enforcement of the

Town of Townsend Cable Television Renewal License

Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves to itself, and the Licensee acknowledges the Town's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

Town of Townsend Cable Television Renewal License

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Townsend, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by AT&T CSC, Inc.

**Town of Townsend
The Board of Selectmen
(As Issuing Authority)**

Paul C. Concemi Sr., Chair

Daniel J. Murphy, Vice Chair

Peter H. Collins, Clerk

Approved as to Legal Form:

William H. Solomon
Special Cable Counsel

DATED: August 17, 2002

AT&T CSC, INC.

David J. Grain
Senior Vice President

DATED: August ____, 2002

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TABLE OF EXHIBITS

Exhibit 1 Broad Categories of Programming

Exhibit 2 Initial Signal Carriage

Exhibit 3 VCR Policies and Options

Exhibit 4 Free Drops and Monthly Expanded Basic Service To Municipal Buildings
and Public Schools

Exhibit 5 207 CMR 10.00 et seq.

Exhibit 6 FCC Customer Service Obligations